

RESOLUTION NO. 3555

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A CONSTRUCTION AGREEMENT WITH THE JACKSON CONTRACTOR GROUP, INC., FOR CONSTRUCTION OF PATHWAY AND RESTROOM IMPROVEMENTS IN RIVERSIDE PARK.

WHEREAS, the City has advertised for and accepted bids for the Riverside Park Path Project, including construction of restroom improvements in Riverside Park;

AND WHEREAS, Jackson Contractor Group, Inc., a Montana corporation, of 5800 U.S. Highway 93, Missoula, Montana 59804 was the lowest responsible bidder for such Project;

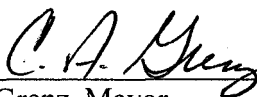
NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:

1. The Construction Agreement between the City of Miles City, Montana and Jackson Contractor Group, Inc., a Montana corporation, on file in the office of the City Clerk of the City of Miles City, and incorporated herein by reference, is hereby approved and adopted by this Council subject to final written approval of the City Attorney.

2. The Mayor of the City of Miles City, upon written approval of the City Attorney, is hereby empowered and authorized to execute said Construction Agreement on behalf of the City of Miles City and bind the City of Miles City thereto; and

3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Construction Agreement and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY NOTICED SPECIAL MEETING THIS 15TH DAY OF OCTOBER, 2012.


C.A. Grenz, Mayor

ATTEST:

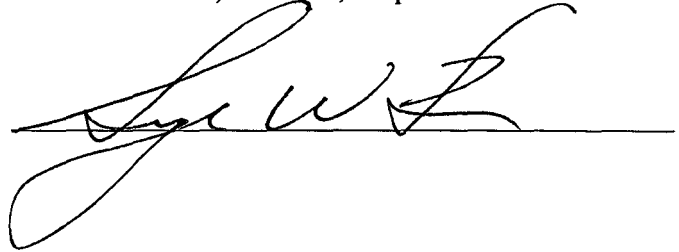

Rebecca Stanton, City Clerk

EXHIBIT GC-A

Certificate of Owner's Attorney

I, the undersigned, George W. Huss, the duly authorized and acting legal representative of City of Miles City, Montana, do hereby certify as follows:

I have examined the attached Contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements is adequate and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.



Date: 10-31-2012

Riverside Park Path Project

LETTER OF TRANSMITTAL

Date:	29-Oct-12	Job No. :	N/A
Attention:	Dawn Colton		
Regarding:	Riverside Park Path		

TO: City of Miles City
PO BOX 910
Miles City, MT 59301

We Are Sending You: ☒ Attached ☐ Under Separate Cover Via: _____

☐ Shop Drawings ☐ Prints/Plans ☐ Samples ☐ Specifications

☐ Letter administered ☐ Change Order ☐ Other _____

Copies	Date	No.	Description
2	10/15/2012		Contract for Riverside Park Path Project
			Performance Bond
			Payment Bond
			Insurance

These Are Transmitted As Checked Below:

☐ For Approval ☐ Approved As Submitted ☐ Resubmit For Approval

☐ For Your Use ☐ Approved As Noted ☐ Submit For Distribution

☒ As Requested ☐ Returned For Corrections ☐ Return Corrected Prints

☐ For Review & Comment ☐ _____

☐ For Bids Due: _____ ☐ Please Return Prints To Us After Loan

Remarks: _____

Please feel free to contact us should you have any questions.

Thanks

Copy To: File, Signed: Matt Brossman, JCG-M.C.

DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS
SECTION 00610 - PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that Jackson Contractor Group, Inc.
P.O. Box 967, Missoula, MT 59806
(insert full name, address or legal title of CONTRACTOR)

as Principal, hereinafter called CONTRACTOR, and Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116
(insert full name, address or legal title of Surety)

as Surety, hereinafter called SURETY, are held and firmly bound unto

City of Miles City, 17 S. 8th Street, P.O. Box 910, Miles City, MT 59301
(insert full name, address or legal title of OWNER)

as Oblige, herein after called OWNER, in the amount of
Three Hundred Ninety Four Thousand Sixty Six and 80/100 Dollars (\$394,066.80), for the payment whereof
CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has by written Agreement, dated 10/15/2012, entered into a contract with OWNER for
Riverside Park Path - Miles City. in accordance with drawings and specifications prepared by the City of
Miles City, MT, which contract is by reference made a part hereof, and is hereinafter referred to as the
Agreement.

NOW, THEREFORE, the condition of this obligation is such that if CONTRACTOR shall promptly and
faithfully perform said Agreement, then this obligation shall be null and void; otherwise it shall remain in
full force and effect. As a minimum, this obligation shall remain in full force and effect beyond the
completion of all work to include the correction period, as specified in the Contract Documents.

The SURETY hereby waives notice of any alternation or extension of time made by the OWNER.

Whenever CONTRACTOR shall be, and declared by OWNER to be in default under the Agreement, the
OWNER having performed OWNER'S obligations thereunder, the SURETY may promptly remedy the
default, or shall promptly:

1. Complete the Agreement in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Agreement in accordance with its terms and
conditions, and upon determination by SURETY of the lowest responsible bidder, or if the
OWNER elects, upon determination by the OWNER and the SURETY jointly of the lowest
responsible bidder, arrange for a contract between such bidder and OWNER, and make
available as work progresses (even though there should be a default or a succession of
defaults under the contract or contracts of completion arranged under this paragraph);
sufficient funds to pay the cost of completion less the balance of the contract price, but not

exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Agreement and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators, or successor of the OWNER.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the 16th day of October, 2012.

(Principal) Secretary

(SEAL)

Jackson Contractor Group, Inc.

(Principal)

By

P.O. Box 967, Missoula, MT 59806

(Address)

(Witness as to Principal)

Heather Carter Off. Mngr.
(Address)

P.O. Box 967
Missoula, MT 59806

ATTEST:

Beth A Windom
(Surety) Secretary Beth A. Windom

(SEAL)

Brooke A. Garness
(Witness as to Surety)

Liberty Mutual Insurance Company

(Surety)

By

(Attorney-In-Fact) John D. Leaf

175 Berkeley Street, Boston, MA 02116

(Address)

NOTE: Date of bond must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute bond.

END OF SECTION 00610

COUNTERSIGNED:
HUB INTERNATIONAL MOUNTAIN
STATES LIMITED

RENE C. LEVEAUX

**DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS
SECTION 00620 PAYMENT BOND**

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That Jackson Contractor Group, Inc., P.O. Box 967, Missoula, MT 59806

(Insert the name and address or legal title of CONTRACTOR)

as Principal, hereinafter called PRINCIPAL, and Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116

(Insert the legal title of Surety)

as Surety, hereinafter called SURETY, are held and firmly bound unto

City of Miles City, 17 S. 8th Street, P.O. Box 910, Miles City MT 59301

as obligee, herein after called OWNER, for the use and benefit of claimants as herein below defined in the amount of Three Hundred Ninety Four Thousand Sixty * Dollars (\$394,066.80) for the payment whereof PRINCIPAL and SURETY bond themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. *Six and 80/100

WHEREAS:

PRINCIPAL has by written Agreement, dated 10/15/2012, entered into a contract with OWNER for Riverside Park Path - Miles City, in accordance with drawings and specifications prepared by the City of Miles City, MT, which contract is by reference made a part hereof, and is hereinafter referred to as the Agreement.

NOW, THEREFORE, the condition of this obligation is such that, if the PRINCIPAL shall promptly make payments to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the Agreement, and any duly authorized modifications that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions.

1. A claimant is defined as one having a direct contract with the PRINCIPAL or with a subcontractor of the PRINCIPAL, as defined by Title 18, Chapter 2, Part 2, MCA for labor, materials, or both, used or reasonably required for use in the performance of the Agreement; labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Agreement.
2. The above-named PRINCIPAL and SURETY hereby jointly and severally agree with the OWNER that every claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for sue of such claimant in the name of the OWNER, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon, provided, however, that the OWNER shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant.
 - (a) Unless claimant shall have complied with applicable State laws.
 - (b) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the State in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. Special Exceptions: None
5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payments by SURETY of mechanic's liens, which may be filed on record against said improvement, whether or not claim for the amount of such lien by presented under and against this bond.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the 16th day of October, 2012.

(Principal) Secretary

(SEAL)

Jackson Contractor Group, Inc.

(Principal)

By

P.O. Box 967, Missoula, MT 59806

(Address)

(Witness as to Principal)

Heather Carter Off. Mngr.

(Address)

P.O. Box 967

Missoula, MT 59806

ATTEST:

Beth A Windom
(Surety) Secretary Beth A. Windom

(SEAL)

Liberty Mutual Insurance Company

(Surety)

By

(Attorney-in-Fact) John D. Leaf

(Witness as to Surety) Brooke A. Garness

175 Berkeley Street, Boston, MT 02116

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute bond.

END OF SECTION 00620

COUNTERSIGNED:
HUB INTERNATIONAL MOUNTAIN
STATES LIMITED

RENE C. LEVEAUX

**AGREEMENT TO COMPLY WITH NONDISCRIMINATION
PROVISIONS OF MONTANA STATUTE**

In compliance with §49-3-207 MCA, **JACKSON CONTRACTOR GROUP, INC.**, a Montana corporation, as a condition precedent to the execution of its contract with the City of Miles City, Montana for the construction of the Riverside Park Path, Miles City, Montana (Federal Aid Project No. STPE 8099(8)), and as an additional term of the contract for such Project, agrees with the City of Miles City, as follows:

1. Jackson Contractor Group, Inc. will conduct all hiring for the project on the basis of merit and qualifications;
2. Jackson Contractor Group, Inc. will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin in the performance of the contract.

DATED this 15th day of October, 2012.

Jackson Contractor Group, Inc, a Montana
corporation,

By: _____

Doug Jackson, President

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. _____

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **BETH A. WINDOM; BILLY J. BOLT; BROOKE A. GARNES; CHRIS JERMUNSON; CHRISTOPHER T. HINDOEN; GARY D. BOWERS; JAMIE M. ROE; JENNY ARBUCKLE; JOHN D. LEAF; KAYE U. MUZZANA; KRISTIN A. PICCIONI; LYNN ST PIERRE; MICHAEL E. DEPNER; TIMOTHY R. BARNES**.....

all of the city of GREAT FALLS, state of MT, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of August, 2012.



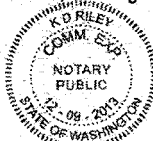
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 24th day of August, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16TH day of OCTOBER, 20 12.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

ACORD™

Client#: 128110

27JACCONT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/15/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub Int'l. Mountain States Ltd 2703 Connery Way Missoula, MT 59808 406 542-5126	CONTACT NAME: Billy J Bolt PHONE (A/C, No, Ext): 406-542-5126 FAX (A/C, No): 406-542-5647 E-MAIL ADDRESS: kaye.muzzana@hubinternational.com														
INSURED Jackson Contractor Group Inc P.O. Box 967 Missoula, MT 59806	<table border="1"> <tr> <th data-bbox="760 430 1372 457">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1372 430 1500 457">NAIC #</th> </tr> <tr> <td data-bbox="760 457 1372 485">INSURER A: Bituminous Insurance Companies</td> <td data-bbox="1372 457 1500 485"></td> </tr> <tr> <td data-bbox="760 485 1372 512">INSURER B:</td> <td data-bbox="1372 485 1500 512"></td> </tr> <tr> <td data-bbox="760 512 1372 539">INSURER C:</td> <td data-bbox="1372 512 1500 539"></td> </tr> <tr> <td data-bbox="760 539 1372 567">INSURER D:</td> <td data-bbox="1372 539 1500 567"></td> </tr> <tr> <td data-bbox="760 567 1372 594">INSURER E:</td> <td data-bbox="1372 567 1500 594"></td> </tr> <tr> <td data-bbox="760 594 1372 621">INSURER F:</td> <td data-bbox="1372 594 1500 621"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Bituminous Insurance Companies		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	x	CLP3576430	09/12/2012	09/12/2013	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000		\$
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<table border="1"> <tr><td>WC STATUTORY LIMITS</td><td>OTH-ER</td></tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr> </table>	WC STATUTORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
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E.L. DISEASE - EA EMPLOYEE	\$																			
E.L. DISEASE - POLICY LIMIT	\$																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

re: Riverside Park Path, Miles City, Montana. City of Miles City (Owner) and DOWL HKM (Engineer) are listed as additional insureds if required by written contract per form GL3084 attached.

CERTIFICATE HOLDER

CANCELLATION

City of Miles City
 17th S 8th Street
 Miles City, MT 59301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rene Lella

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUILDERS EXTENDED LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the provisions listed below apply only upon the entry of an ☒ in the box next to the caption of such provision.

- | | |
|------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| A. <input checked="" type="checkbox"/> Partnership and Joint Venture Extension | N. <input checked="" type="checkbox"/> Construction Project General Aggregate Limits |
| B. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage – Ongoing Operations | O. <input checked="" type="checkbox"/> Fellow Employee Coverage |
| C. <input checked="" type="checkbox"/> Automatic Waiver of Subrogation | P. <input checked="" type="checkbox"/> Property Damage Liability - Elevators |
| D. <input checked="" type="checkbox"/> Extended Notice of Cancellation, Nonrenewal | Q. <input checked="" type="checkbox"/> Property Damage to the Named Insured's Work |
| E. <input checked="" type="checkbox"/> Unintentional Failure to Disclose Hazards | R. <input checked="" type="checkbox"/> Care, Custody or Control |
| F. <input checked="" type="checkbox"/> Broadened Mobile Equipment | S. <input checked="" type="checkbox"/> Concrete Rework Labor Reimbursement Coverage |
| G. <input checked="" type="checkbox"/> Personal and Advertising Injury - Contractual Coverage | T. <input checked="" type="checkbox"/> Lost Key Coverage |
| H. <input checked="" type="checkbox"/> Nonemployment Discrimination | U. <input checked="" type="checkbox"/> Electronic Data Liability Coverage |
| I. <input checked="" type="checkbox"/> Liquor Liability | V. <input checked="" type="checkbox"/> Consolidated Insurance Program Residual Liability Coverage |
| J. <input checked="" type="checkbox"/> Broadened Conditions | W. <input checked="" type="checkbox"/> Automatic Additional Insureds – Managers or Lessors of Premises |
| K. <input checked="" type="checkbox"/> Automatic Additional Insureds – Equipment Leases | X. <input checked="" type="checkbox"/> Automatic Additional Insureds – State or Governmental Agency or Political Subdivisions – Permits or Authorizations |
| L. <input checked="" type="checkbox"/> Insured Contract Extension - Railroad Property and Construction Contracts | Y. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage – Completed Operations |
| M. <input checked="" type="checkbox"/> Turnkey Jobs - Coverage For Alienated Premises | Z. <input checked="" type="checkbox"/> Additional Insured – Engineers, Architects or Surveyors |

A. PARTNERSHIP AND JOINT VENTURE EXTENSION

The following provision is added to SECTION II - WHO IS AN INSURED:

The last full paragraph which reads as follows:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

is deleted and replaced with the following:

With respect to the conduct of any past or present joint venture or partnership not shown as a Named Insured in the Declarations and of which you are or were a partner or member, you are an insured, but only with respect to liability arising out of "your work" on behalf of any partnership or joint venture not shown as a Named Insured in the Declarations, provided no other similar liability insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

C. AUTOMATIC WAIVER OF SUBROGATION

Item 8. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

8. **Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.**
 - a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

- b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

Item A.2.b. of the COMMON POLICY CONDITIONS, is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

Item 9. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, is deleted and replaced with the following:

9. WHEN WE DO NOT RENEW

- a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.
- b. If we do not give notice of our intent to nonrenew as prescribed in a. above, it is agreed that you may extend the period of this policy for a maximum additional sixty(60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one time sixty day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in 9. a. above.

E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

F. BROADENED MOBILE EQUIPMENT

Item 12.b. of SECTION V - DEFINITIONS, is deleted and replaced with the following:

12.b. Vehicles maintained for use solely on or next to premises, sites or locations you own, rent or occupy.

G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE

Exclusion 2.e. of SECTION I, COVERAGE B is deleted.

H. NONEMPLOYMENT DISCRIMINATION

Unless "personal and advertising injury" is excluded from this policy:

Item 14. of SECTION V - DEFINITIONS, is amended to include:

"Personal and advertising injury" also means embarrassment or humiliation, mental or emotional distress, physical illness, physical impairment, loss of earning capacity or monetary loss, which is caused by "discrimination."

SECTION V - DEFINITIONS, is amended to include:

"Discrimination" means the unlawful treatment of individuals based on race, color, ethnic origin, age, gender or religion.

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured listed in the written contract or written agreement.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

X. AUTOMATIC ADDITIONAL INSUREDS - STATE OR GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISIONS - PERMITS OR AUTHORIZATIONS

SECTION II - WHO IS AN INSURED is amended to include any state or governmental agency or subdivision or political subdivision with whom you are required by written contract, ordinance, law or building code to name as an additional insured subject to the following provisions:

This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

Y. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE - COMPLETED OPERATIONS

SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

Z. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.



JACKCON-01 ACOLBERT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/15/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DBA: Western States Insurance Agency of Missoula Western States Insurance Agency, Inc. P.O. Box 4386 Missoula, MT 59808	CONTACT NAME: Angie Colbert	
	PHONE (A/C, No, Ext): (406) 721-1000 FAX (A/C, No): (406) 721-9230	
	E-MAIL ADDRESS: acolbert@wsi-insurance.com	
INSURED Jackson Contractor Group, Inc P.O. Box 967 Missoula, MT 59806	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: State Compensation Ins Fund of MT	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person)
						PERSONAL & ADV INJURY
						GENERAL AGGREGATE
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	031955685	7/1/2012	7/1/2013	E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE
						E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Riverside Park Path-Miles City

CERTIFICATE HOLDER

CANCELLATION

City of Miles City
17 Sth 8th Street
PO Box 910
Miles City, MT 59301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS
SECTION 00500 – AGREEMENT FORM

AGREEMENT FORM

THIS AGREEMENT is dated as of the 15th day of OCTOBER in the year 2012 by and between City of Miles City hereinafter called OWNER and JACKSON CONTRACTOR hereinafter called CONTRACTOR.
Group, Inc

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all work, as specified or indicated in the Contract Documents. The work is generally described as follows: Building demolition, utility services, provide and install new restroom facility, construct new park path, do maintenance work on parking areas, install new lighting, provide and install new benches, trash receptacles, and bike racks.

The project for which the work under the Contract Documents Riverside Park Path – Miles City.

Article 2. ENGINEER

The project has been designed by:

DOWL HKM
713 Pleasant Street
Miles City, MT 59301

in cooperation with the OWNER, represented by:

Dawn Colton
Miles City Program Assistant
City Hall
17th S. 8th Street
Miles City, Montana 59301

who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1 The Work must be substantially complete within 90 calendar days of the start date given in the Notice to Proceed. Final payment will be withheld until final completion and acceptance of the work, as stipulated in this Agreement.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement, and that OWNER will suffer financial loss if the work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with the General Conditions.

They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that, as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER Five Hundred and no/100 dollars (\$500.00) for each day that expires after the time specified herein until the work is substantially completed.

Article 4. CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for performance of the work in accordance with the Contract Documents a maximum sum (subject to adjustment as provided in the Contract Documents) of Three Hundred Ninety Four Thousand Sixty Six (\$394,066.80). Said maximum sum is determined by the Proposal included as Attachment #1 of this form.

DOLLARS & 80/100.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit applications for payment in accordance with the General Conditions. Applications for payment will be processed, as provided in the General Conditions.

5.1 Progress Payments. OWNER will make progress payments monthly on account of the contract price on the basis of CONTRACTOR'S applications for payment, as recommended by ENGINEER. All progress payments will be on the basis of the progress of the work measured by the schedule of values or as otherwise provided for in the General Conditions.

5.1.1 The OWNER may retain a portion of the amount due the CONTRACTOR in accordance with the General Conditions and as outlined herein. Five percent (5%) of the amount of each payment shall be withheld until work is 50 percent completed, based upon dollar value of the contract work items. When work is 50 percent complete, the amount withheld may be reduced at the discretion of the OWNER and provided that the CONTRACTOR is making satisfactory progress, and there is no specific cause for greater withholding. When the work is substantially complete, the amount withheld shall be further reduced below five percent (5%) to an amount determined by the ENGINEER necessary to assure completion. Up to five percent (5%) withholding may be reinstated after the 50 percent completion stage if the OWNER, at his discretion, determines that the progress is not satisfactory or if there is other specific cause for such withholding.

5.2 Final Payment. Upon final completion and acceptance of the work in accordance with the General Conditions, OWNER shall pay the remainder of the contract price, as recommended by the ENGINEER.

Article 6. INTEREST

All monies not paid when due hereunder shall bear interest at the simple rate of seven percent (7%) per annum and paid solely by OWNER.

Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all location conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work.

7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by the ENGINEER in the preparation of the drawings and specifications and which have been identified in the modifications to the General Conditions.

7.3 CONTRACTOR has made, or caused to be made, examinations, investigations, tests, and studies of such reports and related data, in addition to those referred to above, as he deems necessary for the performance of the work at the contract price, within the contract time, and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, tests, reports or similar data are, or will be, required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof, and consist of the following:

- 8.1 This Agreement
- 8.2 Exhibits to this Agreement (if any)
- 8.3 Performance Bond and Payment Bond
- 8.4 Proposal Form (where applicable)
- 8.5 Disadvantaged Business Enterprises (DBE) Requirements (where applicable)
- 8.6 FHWA Form 1273
- 8.7 Required Contract Provisions Federal-Aid Construction Contracts
- 8.8 Special Provisions, EEO Affirmative Action Requirements on Federal and Federal-Aid Construction Contracts
- 8.9 Supplementary Specifications
- 8.10 Certificates of Insurance (Requirements indicated on the Contractor's Insurance Checklist following this section).
- 8.11 Standard General Conditions
- 8.12 Wage Rates
- 8.13 Standard Modifications, if applicable

- 8.14 Special Provisions, if applicable
- 8.15 Montana Public Works Standard Specifications, Sixth Edition, dated April 2010, if applicable, and addenda
- 8.16 Technical Specifications, as listed in Table of Contents thereof, if applicable
- 8.17 Drawings
- 8.18 Addenda listed on the bid forms
- 8.19 CONTRACTOR'S executed bid forms
- 8.20 Documentation submitted by CONTRACTOR prior to Notice of Award
- 8.21 Notice of Award
- 8.22 Notice to Proceed
- 8.23 Any modification, including Change Orders, duly delivered after execution of Agreement
- 8.24 Any Notice of Partial Utilization
- 8.25 Notice of Substantial Completion
- 8.26 Lien Waivers
- 8.27 Notices of Final Completion and Acceptance

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a modification (as defined in the General Conditions).

Article 9. MISCELLANEOUS

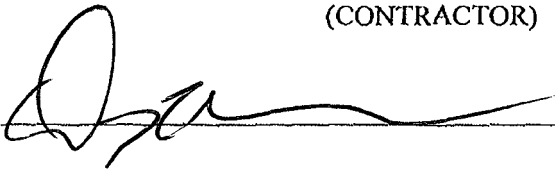
- 9.1 Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings indicated in the General Conditions.
- 9.2 This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the OWNER and the CONTRACTOR, respectively, and his partners, successors, assigns, and legal representatives. Neither the OWNER nor the CONTRACTOR shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party. The OWNER reserves the right to withdraw at any time from any subcontractor whose work has proven unsatisfactory the right to be engaged in or employed upon any part of the work.
- 9.3 In the event it becomes necessary to either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement, or to give any notice required herein, the prevailing party or the party giving notice shall be entitled to reasonable attorney's fees and costs.

- 9.4 Any amendment or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall, after execution, become a part of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Jackson Contractor Group, Inc.

(CONTRACTOR)

By  (SEAL & ATTEST)


Title President

(Joint Venture)

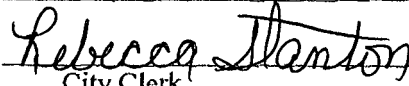
By _____ (SEAL & ATTEST)

Title _____

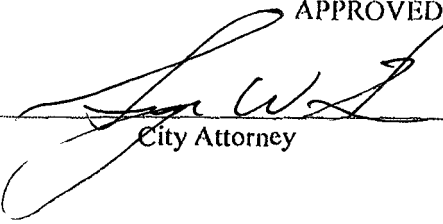
CITY OF MILES CITY
(OWNER)

By  (SEAL & ATTEST)

TITLE MAYOR


City Clerk

APPROVED AS TO FORM:


City Attorney

END OF SECTION 00500

DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS
SECTION 00610 – PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that Jackson Contractor Group, Inc.
P.O. Box 967, Missoula, MT 59806
(insert full name, address or legal title of CONTRACTOR)

as Principal, hereinafter called CONTRACTOR, and Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116
(insert full name, address or legal title of Surety)

as Surety, hereinafter called SURETY, are held and firmly bound unto

City of Miles City, 17 S. 8th Street, P.O. Box 910, Miles City, MT 59301
(insert full name, address or legal title of OWNER)

as Obligece, herein after called OWNER, in the amount of
Three Hundred Ninety Four Thousand Sixty Six and 80/100 Dollars (\$394,066.80), for the payment whereof
CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has by written Agreement, dated 10/15/2012, entered into a contract with OWNER for
Riverside Park Path – Miles City. in accordance with drawings and specifications prepared by the City of
Miles City, MT, which contract is by reference made a part hereof, and is hereinafter referred to as the
Agreement.

NOW, THEREFORE, the condition of this obligation is such that if CONTRACTOR shall promptly and
faithfully perform said Agreement, then this obligation shall be null and void; otherwise it shall remain in
full force and effect. As a minimum, this obligation shall remain in full force and effect beyond the
completion of all work to include the correction period, as specified in the Contract Documents.

The SURETY hereby waives notice of any alternation or extension of time made by the OWNER.

Whenever CONTRACTOR shall be, and declared by OWNER to be in default under the Agreement, the
OWNER having performed OWNER'S obligations thereunder, the SURETY may promptly remedy the
default, or shall promptly:

1. Complete the Agreement in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and upon determination by SURETY of the lowest responsible bidder, or if the OWNER elects, upon determination by the OWNER and the SURETY jointly of the lowest responsible bidder, arrange for a contract between such bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph); sufficient funds to pay the cost of completion less the balance of the contract price, but not

exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Agreement and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators, or successor of the OWNER.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the 16th day of October, 2012.

(Principal) Secretary

(SEAL)

Jackson Contractor Group, Inc.

(Principal)

By

P.O. Box 967, Missoula, MT 59806

(Address)

(Witness as to Principal)

Heather Carter Off. Mngr.
(Address)

P.O. Box 967
Missoula, MT 59806

ATTEST:

Beth A Windom
(Surety) Secretary Beth A. Windom

(SEAL)

Brooke A. Garness
(Witness as to Surety) Brooke A. Garness

Liberty Mutual Insurance Company

(Surety)

By

(Attorney-In-Fact) John D. Leaf

175 Berkeley Street, Boston, MA 02116

(Address)

NOTE: Date of bond must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute bond.

END OF SECTION 00610

COUNTERSIGNED:
HUB INTERNATIONAL MOUNTAIN
STATES LIMITED

RENE C. LEVEAUX

DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS
SECTION 00620 PAYMENT BOND

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That Jackson Contractor Group, Inc., P.O. Box 967, Missoula, MT 59806
(Insert the name and address or legal title of CONTRACTOR)

as Principal, hereinafter called PRINCIPAL, and Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116
(Insert the legal title of Surety)

as Surety, hereinafter called SURETY, are held and firmly bound unto

City of Miles City, 17 S. 8th Street, P.O. Box 910, Miles City MT 59301

as obligee, herein after called OWNER, for the use and benefit of claimants as herein below defined in the amount of Three Hundred Ninety Four Thousand Sixty * Dollars (\$394,066.80) for the payment whereof PRINCIPAL and SURETY bond themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. *Six and 80/100

WHEREAS:

PRINCIPAL has by written Agreement, dated 10/15/2012, entered into a contract with OWNER for Riverside Park Path - Miles City, in accordance with drawings and specifications prepared by the City of Miles City, MT, which contract is by reference made a part hereof, and is hereinafter referred to as the Agreement.

NOW, THEREFORE, the condition of this obligation is such that, if the PRINCIPAL shall promptly make payments to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the Agreement, and any duly authorized modifications that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions.

1. A claimant is defined as one having a direct contract with the PRINCIPAL or with a subcontractor of the PRINCIPAL, as defined by Title 18, Chapter 2, Part 2, MCA for labor, materials, or both, used or reasonably required for use in the performance of the Agreement; labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Agreement.
2. The above-named PRINCIPAL and SURETY hereby jointly and severally agree with the OWNER that every claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for sue of such claimant in the name of the OWNER, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon, provided, however, that the OWNER shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant.
 - (a) Unless claimant shall have complied with applicable State laws.
 - (b) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the State in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. Special Exceptions: None
5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payments by SURETY of mechanic's liens, which may be filed on record against said improvement, whether or not claim for the amount of such lien by presented under and against this bond.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the 16th day of October, 2012.

(Principal) Secretary

(SEAL)

Jackson Contractor Group, Inc.

(Principal)

By

P.O. Box 967, Missoula, MT 59806

(Address)

(Witness as to Principal)

Heather Carter Off. Mngr.

(Address)

P.O. Box 967

Missoula, MT 59806

ATTEST:

Beth A Windom
(Surety) Secretary Beth A. Windom

(SEAL)

Liberty Mutual Insurance Company

(Surety)

By

(Attorney-In-Fact) John D. Leaf

(Witness as to Surety) Brooke A. Garness

175 Berkeley Street, Boston, MT 02116

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute bond.

END OF SECTION 00620

COUNTERSIGNED:
HUB INTERNATIONAL MOUNTAIN
STATES LIMITED

Rene C. Leveaux
RENE C. LEVEAUX

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. _____

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **BETH A. WINDOM; BILLY J. BOLT; BROOKE A. GARNES; CHRIS JERMUNSON; CHRISTOPHER T. HINDOEN; GARY D. BOWERS; JAMIE M. ROE; JENNY ARBUCKLE; JOHN D. LEAF; KAYE U. MUZZANA; KRISTIN A. PICCIONI; LYNN ST PIERRE; MICHAEL E. DEPNER; TIMOTHY R. BARNES**.....

all of the city of GREAT FALLS, state of MT, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of August, 2012.



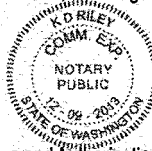
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 24th day of August, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16TH day of OCTOBER, 20 12.



By: David M. Carey
David M. Carey, Assistant Secretary

**AGREEMENT TO COMPLY WITH NONDISCRIMINATION
PROVISIONS OF MONTANA STATUTE**

In compliance with §49-3-207 MCA, **JACKSON CONTRACTOR GROUP, INC.**, a Montana corporation, as a condition precedent to the execution of its contract with the City of Miles City, Montana for the construction of the Riverside Park Path, Miles City, Montana (Federal Aid Project No. STPE 8099(8)), and as an additional term of the contract for such Project, agrees with the City of Miles City, as follows:

1. Jackson Contractor Group, Inc. will conduct all hiring for the project on the basis of merit and qualifications;
2. Jackson Contractor Group, Inc. will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin in the performance of the contract.

DATED this 15th day of October, 2012.

Jackson Contractor Group, Inc, a Montana
corporation,

By: _____

Doug Jackson, President